

PACIFIC GAS AND ELECTRIC COMPANY,  
BUILDING AND LAND SERVICES, H21A  
123 MISSION STREET, ROOM 2110  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177

BOOK

PAGE

93 05 19 1332

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

Location: City/State: \_\_\_\_\_

Recording Fee: \$44.00

Documentary Transfer Tax \$ NONE

☐ Computed on Full Value of Property Conveyed, or  
☐ Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale.

Maurice Mendez  
Signature of declarant or agent determining tax

93 MAY 19 PM 1:37

[Signature]  
RECORDS CLERK

2108-04-0787

Recording requested by:  
Pacific Gas and Electric Company  
2740 Gateway Oaks Drive  
Sacramento, California 95833

When recorded, mail certified copy to:  
Department of Toxic Substances Control  
Region 1  
10151 Croydon Way, Suite 3  
Sacramento, California 95827

**COVENANT AND AGREEMENT  
TO RESTRICT USE OF PROPERTY**



14

1 This Covenant and Agreement ("Covenant") is made on the  
2 2nd day of February 1993, by  
3 PACIFIC GAS AND ELECTRIC COMPANY (PG&E) ("Covenantor"), a  
4 California corporation, who is the owner of record of certain real  
5 property situated in the City of Sacramento, County of Sacramento,  
6 State of California, described in Exhibit "A" (legal description)  
7 attached hereto and incorporated herein by this reference ("the  
8 Property") and by the CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES  
9 CONTROL ("the Department"), with reference to the following facts:  
10 A. This Property, as described in Exhibit "A" is the real  
11 property known as Assessor Parcel Number 009-0012-003, located

1 Spillage of gasification byproducts, polycyclic aromatic  
2 hydrocarbons (PAH), contaminated the soil at this property.  
3 Underneath the southern and northwest portions of the  
4 property, contaminated soil remains which exceeds the  
5 Department-approved soil clean-up levels for PAH specified in  
6 Exhibit B. Contaminated soil was left in place following site  
7 remediation because [1] it was within a utility right-of-way  
8 and in proximity to two high pressure gas lines which for  
9 safety reasons could not be disturbed, [2] it was in proximity  
10 to the Sacramento River levee and excavation would have  
11 jeopardized the levee stability, or [3] soil contamination  
12 concentrations did not exceed soil clean-up criteria necessary  
13 to protect groundwater approved by the Department as outlined  
14 in Exhibit "B".

15 C. Covenantor desires and intends that in order to protect the  
16 present or future public health and safety and the  
17 environment, the Property shall be used in such a manner as to  
18 avoid potential harm to persons or property which may result  
19 from contaminated soil left in place underneath the southern  
20 or northwest portion of the Property as described in Exhibit  
21 "A".

22 D. The Covenantor further desires and intends that the Covenant  
23 terms are for the mutual benefit of the Property and shall  
24 constitute an easement held by the Department and its  
25 successors, if any, which shall run with the land, shall inure  
26 to the benefit of the Property, and shall apply to and bind  
27 the respective successors in interest thereof.

ARTICLE I

GENERAL PROVISIONS

1.01 Provisions To Run With The Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions, (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Property as mutual equitable servitudes in favor of the Property and every portion thereof, unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Sections 25355.5 and 25356.1 of the California Health and Safety Code and run with the land pursuant to Section 25355.5. Each and all of the Restrictions are enforceable by the Department of Toxic Substances Control, and its successor agencies, if any.

1.02 Concurrence Of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the

1 Restrictions as herein established must be adhered to for the  
2 benefit of future Owners and Occupants and that their interest in  
3 the Property will be subject to the Restrictions contained herein.  
4 1.03 Incorporation Into Deeds And Leases. Covenantor desires and  
5 covenants that the Restrictions set out herein shall be  
6 incorporated by reference in each and all deeds and leases of any  
7 portion of the Property.

8 **ARTICLE II**

9 **DEFINITIONS**

10 2.01 Department. "Department" shall mean the California State  
11 Department of Toxic Substances Control and shall include its  
12 successor agencies, if any.

13 2.02 Improvements. "Improvements" shall mean all buildings,  
14 structures, roads, driveways, regradings, and paved parking areas,  
15 constructed or placed upon any portion of the Property.

16 2.03 Occupants. "Occupants" shall mean those persons entitled by  
17 ownership, leasehold, or other legal relationship to the exclusive  
18 right to occupy any portion of the Property.

19 2.04 Owner. "Owner" shall mean the Covenantor or its successors in  
20 interest, including heirs, and assigns, who hold title to all or  
21 any portion of the Property.

22 2.05 "Final Cap" shall mean the combination of materials (asphalt,  
23 synthetic liner, etc.) that covers the site to reduce infiltration  
24 of surface water and limit human exposure to contaminated soil.

25 2.06 "Excavation" shall mean the excavation of soil below the final

1 cap that covers the Property.

2 2.07 "Hazardous materials" shall have the meaning set forth in  
3 California Code of Regulations, Title 22, Section 66260.10.

4 **ARTICLE III**

5 **DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY**

6 3.01 Restrictions On Use. Covenantor promises to restrict the use  
7 of the Property as follows:

8 (A) The property at 2000 Front Street shall not be used for  
9 residences, hospitals, schools for persons under age 21, day-care  
10 centers or any permanently occupied human habitation, including  
11 hotels or motels which are used as a permanent residence by  
12 employees, without the prior written approval of the Department.

13 (B) Except as specified in subsection (D), no use of the Property  
14 shall disturb the integrity of the final cap over the entire  
15 Property as described in Exhibit "A", unless the Covenantor, owner,  
16 occupant or lessee can demonstrate to the Department that the  
17 disturbance of the final cap is necessary to the proposed use of  
18 the Property and will not increase any potential hazard to the  
19 public health and safety or the environment, or is necessary to  
20 reduce an imminent threat to the public health and safety or the  
21 environment and the Department approves such a use in writing.

22 (C) The Covenantor, owner, occupant, or lessee may obtain the  
23 Department approvals as provided in subsection (A) and (B) of this  
24 paragraph without instituting the variance provisions of Section  
25 4.01.

(D) The final cap may be disturbed for the purpose of performing emergency repairs, periodic maintenance or planned construction on the high-pressure gas lines, as may be necessary, located within a fifty foot utility easement along the southern boundary of the Property, if the final cap is restored to its original condition upon completion of such work. The Covenantor shall notify the Department of emergency repairs, periodic maintenance or planned construction on the property where the final cap has been disturbed no later than one day after such repairs are begun. Upon completion of the repairs the Covenantor shall provide the Department with all documentation requested by the Department to establish that the final cap has been restored to its original condition.

3.02 Conveyance of Property. The Covenantor, Owner or Owners will provide notice to the Department thirty (30) days prior to any sale lease, or other conveyance of the Property or an interest in the Property, by Covenantor, to a third party. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law.

3.03 Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the requirements, as set forth in Section 3.01, shall be grounds for the Department, by reason of the Covenant, to require that the Covenantor, Owner or Occupant modify or remove any improvements constructed in violation of that section. Violation

1 of the Covenant and Agreement shall be grounds for the Department  
2 to file actions against the Covenantor, Owner, or Occupant as  
3 provided by law.

4 3.04 Notice In Agreements. All Owners and Occupants shall execute  
5 a written instrument which shall accompany all purchase, lease,  
6 sublease, or rental agreements relating to the Property. The  
7 instrument shall contain the following statement:

8 "The land described herein contains hazardous substances.  
9 Such condition renders the land and the owner, lessee, or  
10 other possessor of the land subject to requirements,  
11 restrictions, provisions, and liabilities contained in  
12 Chapters 6.5 and 6.8 of Division 20 of the California  
13 Health and Safety Code. This statement is not a  
14 declaration that a hazard exists."

15 **ARTICLE IV**

16 **VARIANCE AND TERMINATION**

17 4.01 Variance. Any Owner or, with the Owner's consent, any  
18 Occupant of the Property or any portion thereof may apply to the  
19 Department for a written variance from the provisions of this  
20 Covenant. Such application shall be made in accordance with  
21 Section 25233 of the California Health and Safety Code.

22 4.02 Termination. Any Owner or, with the Owner's consent, an  
23 Occupant of the Property or any portion thereof may apply to the  
24 Department for a termination of the Restrictions as they apply to  
25 all or any portion of the Property. Such application shall be made

1 in accordance with Section 25234 of the California Health and  
2 Safety Code.

3 4.03 Term. Unless terminated in accordance with Section 4.02  
4 above, by law or otherwise, this Covenant shall continue  
5 in effect in perpetuity.

6 **ARTICLE V**

7 **MISCELLANEOUS**

8 5.01 No Dedication Intended. Nothing set forth herein shall be  
9 construed to be a gift or dedication, or offer of a gift or  
10 dedication, of the Property to the general public or for any  
11 purposes whatsoever.

12 5.02 Notices. Whenever any person shall desire to give or serve  
13 any notice, demand, or other communication with respect to this  
14 Covenant, each such notice, demand, or other communication shall be  
15 in writing and shall be deemed effective [1] when delivered, if  
16 personally delivered to the person being served or to an officer of  
17 a corporate party being served or official of a government agency  
18 being served, or [2] three (3) business days after deposit in the  
19 mail if mailed by United States mail, postage paid certified,  
20 return receipt requested:

21 To: 1) Pacific Gas and Electric Company  
22 Vice President - General Services  
23 77 Beale Street, H21B, Room H1822  
24 San Francisco, California 94105



2) Pacific Gas and Electric Company  
Sacramento Valley Region Land Superintendent  
2740 Gateway Oaks Drive  
Sacramento, California 95833  
Copy to: California Environmental Protection Agency -  
Department of Toxic Substances Control  
Region 1  
Chief, Site Mitigation Branch  
10151 Croydon Way, Suite No. 3  
Sacramento, California 95827

5.03 Partial Invalidity. If any portion of the Restrictions set forth herein or terms are determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.05 Recordation. This instrument shall be executed by the Covenantor, and by the Director, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Sacramento within ten (10) days of the date of execution.

5.06 References. All references to Code section include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the  
date set forth below.

OWNER: PACIFIC GAS AND ELECTRIC COMPANY

BY: 

TITLE: Vice President - General Services

DATE: February 2, 1993

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY -

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

BY: 

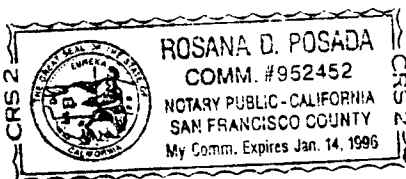
TITLE: Site Mitigation Branch Chief

DATE: March 31, 1993

1 STATE OF CALIFORNIA )  
2 )  
3 )  
4 COUNTY OF San Francisco )

5 On February 8, 1993, before me, the  
6 undersigned, a Notary Public in and for said state, personally  
7 appeared R. A. Draeger, personally known to me or  
8 proved to me on the basis of satisfactory evidence to be the person  
9 who executed the within instrument as Vice President-General Services,  
10 of Pacific Gas and Electric Company, the  
11 corporation that executed the within instrument, and acknowledged  
12 to me that such corporation executed the same pursuant to its  
bylaws or a resolution of its board of directors.

14 WITNESS my hand and official seal.



*Rosana D. Posada*

Notary Public in and for said County and State

STATE OF CALIFORNIA )  
COUNTY OF San Francisco ) ss

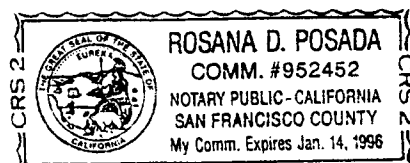
On this 17th day of May, in the year 1993,  
before me Rosana D. Posada, personally appeared

R. A. Draeger, Vice President-General Services,  
personally known to me (~~or proved to me on the basis of satisfactory~~  
~~evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the  
within instrument and acknowledged to me that he/~~she~~/they executed the  
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

*Rosana D. Posada*



1 STATE OF CALIFORNIA )  
2 )  
3 )  
4 COUNTY OF \_\_\_\_\_ )

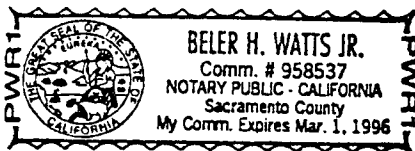
5 On \_\_\_\_\_, 1992, before me, the  
6 undersigned, a Notary Public in and for said state, personally  
7 appeared \_\_\_\_\_, personally  
8 known to me or proved to me on the basis of satisfactory evidence  
9 to be the person who executed the within instrument as \_\_\_\_\_  
10 \_\_\_\_\_, of the Department of Toxic Substances  
11 Control, the agency that executed the within instrument, and  
12 acknowledged to me that such agency executed the same.

13 WITNESS my hand and official seal.

14 \_\_\_\_\_  
15 Notary Public in and for said County and State

CERTIFICATE OF ACKNOWLEDGMENT

State of California }  
County of SACRAMENTO } SS.



On 3/31/93 before me, BELER H. WATTS JR.  
(date) (name and title of officer)

NOTARY PUBLIC, personally appeared  
ANTHONY J. LANDIS,  
personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their  
authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instru-  
ment the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Beler H. Watts Jr.  
Notary's Signature

**EXHIBIT "A"**

**APN 009-0012-003**

The parcel of land situate in the City of Sacramento, County of Sacramento, State of California, described as follows:

The real property described in the judgement, wherein Pacific Gas and Electric Company is plaintiff, dated August 24, 1961 and recorded in Book 4297 of Official Records at Page 228, Sacramento County Records; excepting therefrom the portion thereof lying on the southeasterly side of the southeasterly boundary line of the parcel of land conveyed by Sacramento Southern Railroad Company to Sacramento Electric Gas and Railway Company, by deed dated December 23, 1907 and recorded in Book 265 of Deeds at page 163, Sacramento County Records.

EXHIBIT "B"

POST REMEDIATION SOIL RESIDUE CLEAN-UP GOALS

Typical

Location in Soil Column, feet above msl Detection

<u>Residue</u>	<u>≥ 30</u>	<u>25</u>	<u>20</u>	<u>15</u>	<u>10</u>	<u>5.5*</u>	<u>Limit,mg/kg</u>
Benzene	8	6.6	5.2	3.9	2.5	1.3	0.001
Naphthalene	600	490	380	280	180	84	
Σ of non-							
carcinogenic							
PAH compounds	1328	1090	850	620	380	170	
Benzo(a)							
Pyrene	48	40	31	22	14	6.8	
Σ of							
carcinogenic							
PAH compounds	304	250	200	140	90	44	0.56 (sum)
Diesel	1000	810	630	440	260	100	10.0
Gasoline	100	80	65	50	30	15	10.0

Note: \* - This is approximately 4 ft above the Sacramento River  
elevation during summer low flow conditions.

THIS IS A TRUE CERTIFIED  
COPY OF THE RECORD IF IT  
BEARS THE SEAL, IMPRINTED  
IN PURPLE INK, OF THE COUNTY  
CLERK/RECORDER.

*[Signature]*  
COUNTY CLERK/RECORDER  
SACRAMENTO CO., CA



MAY 19 1993

Recording requested by:  
 Pacific Gas and Electric Company  
 2740 Gateway Oaks Drive  
 Sacramento, California 95833

When recorded, mail certified copy to:  
 Department of Toxic Substances Control  
 Region 1  
 10151 Croydon Way, Suite 3  
 Sacramento, California 95827

**COVENANT AND AGREEMENT  
 TO RESTRICT USE OF PROPERTY**



14

This Covenant and Agreement ("Covenant") is made on the  
2nd day of February 1993, by  
 PACIFIC GAS AND ELECTRIC COMPANY (PG&E) ("Covenantor"), a  
 California corporation, who is the owner of record of certain real  
 property situated in the City of Sacramento, County of Sacramento,  
 State of California, described in Exhibit "A" (legal description)  
 attached hereto and incorporated herein by this reference ("the  
 Property") and by the CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES  
 CONTROL ("the Department"), with reference to the following facts:

- A. This Property, as described in Exhibit "A" is the real  
 property known as Assessor Parcel Number 009-0012-003, located  
 at 2000 Front Street, Sacramento, County of Sacramento,  
 California, which has been the site of a hazardous substance  
 release.
- B. The Property is located approximately one mile south of "Old  
 Sacramento" and was formerly used as a manufactured gas plant.